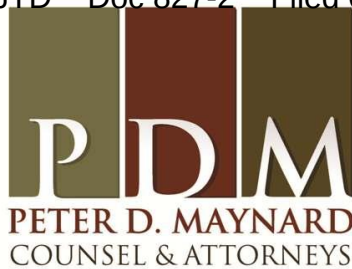


EXHIBIT B

Bay & Deveau Streets
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www.maynardlaw.com



A Full Service Commercial Law Firm
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29th July, 2022

By E-mail: can@ftx.com

Mr. Can Sun
One Cable Beach
Nassau, New Providence
The Bahamas,

Dear Can,

Re: FTX Trading Ltd.

Thank you for instructing our firm to assist you with the drafting of an arbitration clause for the purpose of settling disputes to be included in the contracts or terms of service between the company and other entities.

On Tuesday, 11th January, we presented a draft clause. We have not received any request for adjustment of it. Therefore, we recommend the following clause as the form to be used by FTX:

All disputes arising out of or in connection with this agreement including any question regarding its existence, validity or termination, or your use of the Services, shall be finally resolved by arbitration under the _____ Rules.

You and FTX Trading hereby expressly waive the right to participate in a representative or class action lawsuit or class-wide arbitration. The place of arbitration shall be Nassau, The Bahamas. The language of the arbitration shall be English.

The arbitration shall be commenced by a request for arbitration by the claimant, delivered to the respondent. The request for arbitration shall set out the nature of the claim(s) and the relief requested.

The arbitral tribunal shall consist of three arbitrators, one selected by the claimant in the request for arbitration, the second selected by the respondent within [30] days of receipt of the request for arbitration, and the third, who shall act as presiding arbitrator, selected by the arbitrators within [30] days of the selection of the second arbitrator. If any arbitrators are not selected within these time periods, [the designated appointing authority] shall, upon the request of you or FTX Trading, make the selection(s).

If a vacancy arises, the vacancy shall be filled by the method by which that arbitrator was originally appointed, provided, however, that, if a vacancy arises during or after the hearing on the merits, the remaining two arbitrators may proceed with the arbitration and render an award.

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The arbitrators shall be independent and impartial. Any challenge of an arbitrator shall be decided by _____.

The procedure to be followed during the arbitration shall be agreed by you and FTX Trading or, failing such agreement, determined by the arbitral tribunal after consultation with the you and FTX Trading. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, validity, or effectiveness of the arbitration agreement. The arbitral tribunal may make such ruling in a preliminary decision on jurisdiction or in an award on the merits, as it considers appropriate in the circumstances.

Default by you or FTX Trading shall not prevent the arbitral tribunal from proceeding to render an award.

The arbitral tribunal may make its decisions by a majority. In the event that no majority is possible, the presiding arbitrator may make the decision(s) as if acting as a sole arbitrator.

If the arbitrator appointed by a you or FTX Trading fails or refuses to participate, the two other arbitrators may proceed with the arbitration and render an award if they determine that the failure or refusal to participate was unjustified.

Any award of the arbitral tribunal shall be final and binding on you and FTX Trading. You and FTX Trading undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made. Enforcement of any award may be sought in any court of competent jurisdiction.

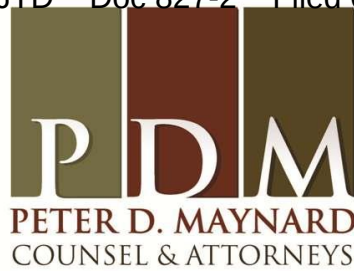
This agreement is governed by, and all disputes arising under or in connection with this agreement shall be resolved in accordance with the laws of the Bahamas.

Except as otherwise specifically limited in this agreement, the arbitral tribunal shall have the power to grant any remedy or relief that it deems appropriate, whether provisional or final, including but not limited to conservatory relief and injunctive relief, and any such measures ordered by the arbitral tribunal shall, to the extent permitted by applicable law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such.

The arbitral tribunal shall have the authority to order production of documents taking guidance from the IBA Rules on the Taking of Evidence in International Arbitration.

The existence and content of the arbitral proceedings and any ruling or award shall be kept confidential by you and FTX Trading and members of the arbitral tribunal except: to the extent that disclosure may be required of you or FTX Trading to fulfil a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority; with the consent of you and FTX Trading; where needed for the

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preparation or presentation of a claim or defense in this arbitration; where such information is already in the public domain other than as a result of a breach of this clause; or by order of the arbitral tribunal upon application of you or FTX Trading.

You agree to bear FTX Trading's attorney fees, costs, and expenses, provided that FTX Trading agrees to pay the cost of the arbitration if you are the prevailing party in the arbitration.

The arbitral tribunal may include in its award an allocation to you or FTX Trading of such costs and expenses, including lawyers' fees and costs and expenses of management, in-house counsel, experts and witnesses, as the arbitral tribunal shall deem reasonable.

Each arbitrator shall have experience in complex foreign exchange commercial matters. Experience directly in cryptocurrency cases is desirable but not mandatory.

The award shall be rendered within two months of the appointment of the arbitral tribunal, unless the arbitral tribunal determines, in a reasoned decision, that the interest of justice or the complexity of the case requires that such limit be extended.

If you have any further questions or comments do let us know. In the meantime, we have closed the file.

**Yours faithfully,
PETER D. MAYNARD**

**for
Peter D. Maynard**

PDM/tvp